

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  Hill & Knowlton Inc.	2. Registration No.  3301
3. Name of Foreign Principal  Government of the Hong Kong Special Administrative Region	

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Public Affairs and Public Relations counseling regarding matters of interest to the foreign principal and coordinating visits of officials of foreign principal to the U.S.


8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See # 7

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See # 7

Date of Exhibit B	Name and Title	Signature
7/9/01	Jeff Trammell SMO	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

## CONSULTANCY AGREEMENT

This Agreement is made the day of March 1, 2001 between the Government of the Hong Kong Special Administrative Region (hereinafter referred to as 'the Government') and Hill & Knowlton, USA incorporated in Wilmington, Delaware and having its principal office at 466 Lexington Ave., New York, NY 10017 (hereinafter referred to as 'the Consultant'.)

### **RECITALS:**

This Agreement covers the engagement of the Consultant by the Government for the provision of consultancy services in the United States (hereinafter referred to as 'U.S.')

 on a non-exclusive basis in the public relations area, especially as a supplement to the Government's direct lobbying efforts on Capitol Hill, in developing a communications program designed to impress upon key decision-makers and opinion formers as to the importance of Hong Kong for U.S. interests and its long term viability as an international business and investment center.

Now it is hereby Agreed as follows:

### **I. DEFINITIONS AND INTERPRETATION**

- (1) In this Agreement the following words and expressions shall have the meaning hereby assigned to them except when the context otherwise requires:

"Agreement" means this Agreement and the annexes;

"Annex A" means that part of this Agreement containing the Consultancy Brief;

"Annex B" means that part of this Agreement containing the Consultant's Proposal;

"The Budget" means the Consultancy Fee specified in paragraph VI(5);

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CONSULTANCY AGREEMENT UNIT

"The Government Representative" means the person nominated in Section XIII of this Agreement.

- (2) In the event of any repugnancy or conflict within this Agreement, the provisions in this Agreement (I to XIII) shall prevail over Annex A and Annex B. In the event of any repugnancy or conflict between the provisions in Annex A and those in Annex B, the provisions in Annex A shall prevail.

## **II     THE OBJECTIVES**

The Consultant will work closely with the Hong Kong Economic and Trade Offices (hereinafter referred to as the "ETOs") to achieve the objectives set out herein and also in the Consultancy Brief which is attached and marked Annex A:

- (1) The creation of confidence in the economic and political future of Hong Kong, based upon a better understanding of its present and future circumstances and of its significance for U.S. interests;
- (2) The main thrust of the public relations effort has been, and will continue to be:
  - (a) to reassure Americans that the principles of "One Country, Two Systems", a "high degree of autonomy" and "Hong Kong people ruling Hong Kong" are firmly in place;
  - (b) to maintain business confidence and to reassure existing and potential investors of Hong Kong's continuing economic and political viability;
  - (c) to inform existing and potential investors of the opportunities which Hong Kong can offer as a

business/communications/financial/service center of the Asia-Pacific regions, as a market in its own right and as a gateway to China;

- (d) to promote and enhance Hong Kong's commercial reputation as a free trader and valuable trading partner.
- (e) to promote Hong Kong's information infrastructure and services and position Hong Kong as a leading city in the world for the development and application of information technology; and
- (f) to position Hong Kong as a world-class city – the New York and London of Asia.

### **III     THE SCOPE OF THE CONSULTANCY SERVICES**

The Government hereby appoints the Consultant, and the Consultant agrees to perform and provide the Consultancy Services set out in the Consultant's Proposal at Annex B, which reflects the scope, tasks, objectives and terms of the brief which is set out at Annex A, in a professional manner and operating in strategic cooperation with the ETOs to support their efforts and achieve their objectives:

- (1) Provide strategic counsel to the ETOs on the development and management of Hong Kong's communications program and activities in the U.S.
- (2) Facilitate high level communication with the U.S. corporate/financial, governmental, media and academic institutions for Hong Kong Government officials and private sectors VIPs, working in close association with the ETOs and building on the existing support network.
- (3) Support the ETOs in their coalition-building on U.S. and international issues affecting Hong Kong's interest,

including recommending and qualifying sponsored visitors to Hong Kong.

- (4) Assist the ETOs in developing third-party spokespersons.
- (5) Support the ETO's continuing media relations activities, particularly the following areas:
  - (a) generating positive stories (such as successful case histories);
  - (b) analyzing news media coverage of relevant developments;
  - (c) issues management and crisis communications;
  - (d) building on the existing ETO media database;
  - (e) recommending and qualifying journalists to visit Hong Kong as part of the sponsored visitor program;
  - (f) identifying and cultivating media contacts;
  - (g) providing access to the media for appropriate Hong Kong spokespersons by arranging interviews, backgrounders and editorial meetings;
  - (h) responding swiftly to inaccurate or unfavorable coverage as appropriate, through interviews, "letters to the editor" and/or op-eds;
  - (i) on a strategic basis, relating the media relations program to the schedule of Hong Kong-related events and visits to maximize its effectiveness.
- (6) Assist the ETOs in developing and qualifying "high value" national and regional speaking opportunities for

ETO spokespersons and visiting dignitaries in targeted markets, including researching and identifying opportunities, securing invitations to speak, briefing speakers and assisting with speech development and preparation.

- (7) Provide counsel and support to the ETOs in the development of communications support program for “personal diplomacy” visits (state duty visits) to selected markets. This may include assisting the ETOs in developing;
  - (a) op-eds speeches, fact sheets and summary position papers;
  - (b) media interviews for the ETO spokesperson;
  - (c) speaking opportunities;
- (8) Support the ETOs on the Permanent Normal Trade Relations (“PNTR”) issue. This will include:
  - (a) assisting the Government in its public relations efforts to advocate PNTR for China and expanding the constituency support, especially at the grassroots level, for Hong Kong’s interests;
  - (b) supporting the ETOs in deployment of communications tools such as third party endorsements, letters to the editor, information kits, etc
- (9) Assist the ETOs in developing specific case histories and success stories (for example, of a successful investment track record) to reinforce the program messages and promote its objectives.
- (10) Assist the ETOs in developing a core of support materials,

specifically designed to communicate the central program messages, for use throughout the program activities.

- (11) Present creative ideas for special projects in order to focus recognition and positive attention on Hong Kong, and be prepared to support the execution of these projects subject to budgetary availability.

#### IV ACCOUNT MANAGEMENT

- (1) Account Director: (Jeff Trammell)

Will have account oversight responsibility, as the account will be placed within his administrative group; will also provide counsel and strategy on an ongoing basis.

- (2) Account Manager: (Maria Sheehan)

Will have administrative, billing and reporting responsibility; will oversee activities of account team and supervise service for the three ETOs.

- (3) Account Team:

Will implement media outreach and other program activities, and provide ETO support as agreed upon with the three ETO Directors and the Commissioner's Office.

- (a) Washington Office – Maria Sheehan  
Christina Angarola

- (b) New York Office – Janette Esguerra

- (c) San Francisco Office – Esther Watkins Gulli  
Kevin Elliot

- (4) Counselors: (Torie Clarke, Frank Mankiewicz)



Will be consulted and/or brought into program strategy meetings on an as-needed basis.

(5) Performance Targets

Within the first month of the contract period, the Consultant and the ETOs will work out performance targets that will enable the ETOs to measure the Consultant's performance on an ongoing basis.

(6) Review Procedures

The Consultant and the ETOs will hold regular meetings to review program development and execution against the established targets, and to plan strategy for the future.

(7) Substitution of Professionals

The Consultant will advise the Government if it intends to provide an alternative qualified professional to service the Government's account to those listed above, and the Consultant shall endeavor to designate an alternative qualified professional who is suitably qualified in terms of relevant experience subject to the Government's consent. The Consultant will be responsible for all severance/recruitment expenses with respect to such replacement, and will not charge for briefing time to bring replacement up to speed.

**V DURATION**

- (1) The Consultant's service will be provided to the Government throughout the Term of this Agreement, which is unless previously terminated in accordance with the terms of paragraph V(2) hereof, for a twenty-four consecutive calendar month period commencing March 1, 2001.

(2) Termination of Services

- (a) After a six-month probation period, the Government and the Consultant shall have the right to terminate the Agreement on two month's written notice, without specifying the reason for this termination.
- (b) In the event of any members of the designated "core team" (Section IV above) ceasing to be actively employed by the Consultant and/or being unable to play their anticipated role on the account, the Consultant will immediately inform the Government and provide an alternative qualified professional to service the Government's business. In the event of any two members of the core team ceasing to be actively employed by the Consultant and/or being unable to play their anticipated role on the account within the same contract period, the same procedures will be followed and the Government may terminate the Agreement at its sole discretion by giving written notice to this effect if it is not satisfied with the continuity and quality of service being offered.

(3) Termination Terms

- (a) The Consultant's duties, responsibilities and rights shall continue in full force during the period of notice of termination.
- (b) Upon termination of this Agreement, the Government is to pay for all authorized work in process, at cost, and shall assume the Consultant's liability under, and indemnify and defend the Consultant

with respect to, all outstanding contracts made on the Government's behalf.

- (c) The Consultant shall transfer, assign and make available to the Government or its representative all Acquired Property (that is, all of the Consultant's work product belonging to and paid for by the Government, including without limitation, all reports, literature, advice, promotional materials, programs, schedules, plans, story lines, ideas, placements, reviews, data and software). The Consultant also agrees to give all reasonable cooperation to transferring and approval of third parties in interest and reservations, contracts and agreements yet to be used and all rights and claims thereto and therein, upon being duly released from the obligation thereof.

## **VI FINANCIAL ARRANGEMENTS**

### **Payment and Invoices**

- (1) The Consultancy Fee referred to in paragraph VI(5) shall be paid in consecutive monthly installments in advance with the first installment due upon execution of this Agreement. For additional projects not covered by the initial scope of Annex B or the scope of the consultancy services set out in this Agreement, fees shall be paid against invoices from the Consultant. The invoices should reach the Executive Assistant to the Hong Kong Commissioner, USA no later than the 15<sup>th</sup> of the month following the billing period, and are payable within 30 calendar days. For items budgeted on a project basis which extend over more than one month, bills will be submitted and paid monthly on the basis of the applicable

staff-time charges set out in Annex B to this Agreement and expenses.

- (2) The invoices should detail all “billable professional fees” and “billable expenses,” and shall be accompanied by a monthly financial report to provide ongoing monitoring of the budget situation.
- (3) Arrangement for the commissioning of production and creative services will be negotiated and agreed on an ad hoc basis.
- (4) The following items will be billed at net cost;

- (a) Travel

Transportation, food and accommodations for trips authorized by the Government. The guidelines applicable to ETO officials shall also apply to the Consultant’s executives travelling on business for the Government.

- (b) Packing, Shipping, Delivery and Communications

All expenses incurred in connection with forwarding material on behalf of the Government such as telephone, telegraph, telex, cable, messenger and postage charges.

- (5) The total consultancy fee to the Consultant by the Government in consideration for the consultancy services shall not exceed US\$500,000 (or US\$250,000 per annum); such consultancy fee includes the consultancy payment and all out-of-pocket expenses. Any overage must be approved in writing by the Government (as per paragraph 6(c) below).

## **Budgeting and Billing**

- (6) For projects not covered by the initial scope of Annex B or the scope of the consultancy services set out in this Agreement, new projects will be budgeted and billed on the following basis:
  - (a) where this is practicable, for specific projects where the workload can be determined in advance, budgets will be fixed on a project-by-project basis. The Government will not pay for any over-runs over such agreed budgets unless this has been specially agreed in writing in advance;
  - (b) for other ongoing program activities (for example, for the provision of strategic counsel, crisis management or projects where the workload cannot be determined in advance), the Consultant will bill the Government on the basis of staff-time and the billing rates of its executive as set out in Annex B.
  - (c) In the event that the approved budget is exhausted prior to the expiration of the term of this Agreement, the Consultant will cease all work hereunder and incur no further costs on the Government's behalf without the prior written approval of the Government.
- (7) The Consultant and the Government recognize that it will be necessary to maintain a close and ongoing review of budgetary and billing procedures against their actual experience in order to determine the most cost-effective system and will include this item as a major priority within their review procedures.

## **VII     GENERAL PROCEDURES**

- (1)     The Government reserves the right to modify, reject, cancel or stop any and all plans, schedules or work in process; and in such event the Consultant shall immediately take proper steps to carry out the Government instructions. In return the Government agrees to pay the Consultant, in accordance with the provisions of this Agreement, any and all proper charges earned and incurred by the Consultant in connection with such work up to the time of its discontinuance, cancellation, or modification.

## **VIII    CONFIDENTIALITY AND COPYRIGHT**

- (1)     The Consultant hereby undertakes to use best efforts to treat and safeguard with the utmost confidence and security all information of a nature which is politically, socially, economically or financially sensitive to the Government or marked confidential and provided to the Consultant or its agent by or on behalf of the Government under or in respect of this Agreement except such information which has lawfully been made public prior to any disclosure or which has been or is being disclosed pursuant to services rendered hereunder as approved by the Government.
- (2)     Upon payment, the Consultant shall transfer to the Government any and all of its ownership interest in the Acquired Property devised or developed in whole or in part by or on behalf of the Consultant under this Agreement and copyright and all other intellectual property in all the Acquired Property shall thereupon vest in the Government absolutely. The Consultant will give whatever rights it has in the Acquired Property, but it cannot give what it does not rightly own. For the avoidance of any doubt whatsoever the Consultant agrees that the Government may use or reproduce (in accordance

with any license terms which may apply) all or any part of the Acquired Property supplied, devised or developed in whole or in part by or on behalf of the Consultant save for Acquired Property supplied to the Government by or on behalf of the Consultancy on a basis expressly designated as "Confidential."

- (3) Except as required by Federal or State law in the U.S. or by court subpoena, the Consultant will not disclose the terms and conditions of this Agreement or disclose to any person or make use of in any way whatsoever any information referred to in paragraph one of this section or any Acquired Property otherwise than in the performance of this Agreement without the Government's express written approval in advance of disclosure or use.
- (4) The Government shall have the responsibility for any specific trademarks, names, slogans, or other materials which the Government furnishes the Consultant. The Government agrees that its own trademark counsel will perform any necessary clearances or research and obtain any necessary consent to avoid infringing upon third parties' intellectual property, and to reimburse the Consultant for any expenditures reasonably incurred by the Consultant in this regard.

## **IX      ASSIGNMENT, SUBCONTRACTING AND SUPERINTENDENCE**

- (1) The Consultant is authorized to enter into contracts with third parties to effectuate the purposes of this contract.
- (2) The Consultant will not assign this Agreement in whole or in part or any benefit or interest in its Proposal without the written consent of the Government and any such assignment which requires consent shall be in a form approved by the Government and the Contractor will remain fully liable to the Government for the undertaking,

performance and completion of the Consultancy Services as if any such assignment had not taken place.

- (3) The Consultant will give and provide all necessary superintendence throughout the Term of this Agreement for the proper performance and execution of its duties under this Agreement except to the extent such breach of law arises out of any materials or information provided to the Consultant by the Government.
- (4) No agency, employment, partnership, joint venture or joint relationship is created hereby. The Government does not extend to the Consultant or the Consultant's Agents, employees or representatives any authority of any kind to bind the owner in any respect whatsoever.

## **X INVOICES**

All requests for payment together with invoices shall be mailed in duplicate to :

Executive Assistant to the Hong Kong Commissioner,  
USA  
Hong Kong Economic & Trade Office  
1520 18<sup>th</sup> Street, N.W.  
Washington, DC 20036

## **XI CONDUCT OF THE CONSULTANCY SERVICES**

### **Indemnities Arbitration and Law**

- (1) The Consultant shall have no liability hereunder except for its negligence or willful misconduct or breach of this agreement. Further, the Consultant will not knowingly perform, provide, allow or permit, and the Government agrees not to request, any service or material which is contrary to any applicable laws, rules and obligations in the U.S. ("Laws") or is to be used in a manner contrary to



the Laws, or which may reasonably be considered as offensive or detrimental to the interests of the Government or the Consultant.

- (2) The Government will provide all information necessary for the Consultant to make any filings required under the Foreign Agents Registration Act of 1938.
- (3) The Consultant warrants that the Consultancy Services will be performed and completed in an independent and professional manner and that the Consultant and any other person employed or engaged by it shall use all proper and professional skill, care and diligence to perform the Consultancy Services and, to the best of its knowledge, the discharge of all duties and obligations shall comply with the Laws.

#### **Indemnification**

- (4) The Consultant shall indemnify and keep indemnified the Government against all claims, costs and expenses incurred in respect of injury, loss or damage arising out of or in consequence of the Consultant's willful misconduct or negligent performance, breach of its authority or material obligations under this Agreement, or breach of Laws except to the extent such breach of law arises out of any materials, information or instruction/approvals provided to the Consultant by the Government or is otherwise caused by the Government, or any losses, liabilities, claims and expenses arising out of any breach of this Agreement by the Government.
- (5) Except for the Breach of this Agreement by the Government, in no event shall the Government provide any indemnity to the Consultant or be liable to the Consultant in tort, contract or otherwise, for loss of revenue, loss of anticipated profits, claims of the Consultant's clients, or for any special or consequential

damages.

### **Arbitration**

- (6) If any dispute or difference shall arise between the parties hereto touching any matter or thing connected with this Agreement the same shall be referred, following written notice of the existence of the dispute or difference given by one party to the other, to a mutually agreed single Arbitrator, sitting in Hong Kong, who shall arbitrate the dispute or differences in accordance with the provisions of the Arbitration Ordinance of Hong Kong or any statutory modification or re-enactment thereof for the time being in force.
- (7) The award of the Arbitration shall be final and binding on both parties.

### **Choice of Law**

- (8) This Agreement shall be subject to and construed in accordance with the laws of Hong Kong.

## **XII CONFLICT OF INTEREST**

- (1) For the duration of this Agreement and for three months after its completion, the Consultant will not, without prior written consent of the Government, accept engagement or otherwise render any services to other individuals, firms, corporations or entities in connection with any public relations program that involves interests or positions in conflict with those of the Government of which the Consultant is or ought reasonably to be aware. In cases where the conflict or potential conflict is in doubt, the Consultant will accordingly first seek the Government's views as to the applicability of this paragraph. For its part, the Government agrees that it will not require the Consultant to decline an engagement unless it is satisfied

that any such engagement could have an adverse impact on the effectiveness of the Consultant's services herein.

- (2) In the event that the Government shall determine, at its sole discretion, that a conflict of interest exists or is likely to arise as a result of an existing or new Consultancy or other service undertaken by the Consultant the Government shall at its option be entitled immediately to terminate this Agreement.

### **XIII NOTICES**

- (1) Any notice, request, demand, report or other communication that is required or contemplated hereunder shall be in writing, addressed to the parties as set forth below and sent by registered/certified mail or hand delivered;

- (2) All notices to the Government Representative shall be sent to:

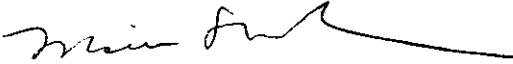
Hong Kong Commissioner, USA  
Hong Kong Economic & Trade Office  
1520 18<sup>th</sup> Street, N.W.  
Washington, DC 20036

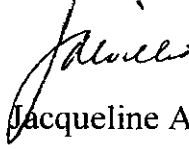
- (3) All notices to the Consultant shall be sent to:


Jeff Trammell  
Hill & Knowlton  
600 New Hampshire Ave. N.W.  
Washington, DC 20037

**IN WITNESS WHEREOF**, this Agreement has been entered into on the day and year first above written

Signed by )   
for and on behalf of )  
Hill & Knowlton )  
in the presence of : ) Jeffrey B. Trammell

Witness : Signature   
Name Maria Sheehan  
Address Hill & Knowlton  
600 New Hampshire Ave. N.W.  
Washington, DC 20037

Signed by )  
for and on behalf of the )  
Government of the Hong Kong )  
Special Administrative Region )   
in the presence of : ) Jacqueline Ann Willis  
Hong Kong Commissioner, USA

Witness : Signature   
Name Sally Lo  
Address Hong Kong Economic & Trade Office  
1520 18<sup>th</sup> Street, N.W.  
Washington, DC 20036